

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SHELLYNE RODRIGUEZ,

Plaintiff,

-against-

**STIPULATION OF
SETTLEMENT**

21-CV-10815 (PKC) (VF)

THE CITY OF NEW YORK; NEW YORK CITY MAYOR
BILL DE BLASIO; NEW YORK CITY POLICE
DEPARTMENT ("NYPD") COMMISSIONER DERMOT
SHEA; NYPD CHIEF OF DEPARTMENT TERENCE
MONAHAN; NYPD ASSISTANT CHIEF KENNETH
LEHR; NYPD LEGAL BUREAU SERGEANT KENNETH
RICE; NYPD OFFICER KHALID KHACHFE; NYPD
OFFICER FIRST NAME UNKNOWN ("FNU") DORCH;
NYPD OFFICER RAUL FLORES; NYPD DETECTIVE
NELSON NIN; NYPD DETECTIVE DONALD SEHL;
NYPD DETECTIVE NOELLE CUNNINGHAM; and NYPD
MEMBERS JOHN AND JANE DOES #1 – 80, 84-85,

Defendants.

WHEREAS, plaintiff commenced this action by filing a Complaint in New York Supreme Court, County of Bronx, Index Number 811943/2021E, on or about September 2, 2021, alleging that the defendants violated plaintiff's federal civil rights; and

WHEREAS, a Notice of Removal to remove the action from Supreme Court, County of Bronx to the United States District Court for the Southern District of New York was filed on December 16, 2021; and

WHEREAS, defendants City of New York, New York City Police Department, Dermot Shea, Bill De Blasio, Terence Monahan, Kenneth Lehr, Kenneth Rice, Khalid Khachfe, Raul Flores, Fred Dorch, and Nelson Nin have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiff has authorized her counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys' fees except as specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff Shellyne Rodriguez the sum of Two-Hundred Thousand (\$200,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all the claims against the defendants and to release defendants City of New York, New York City Police Department, Dermot Shea, Bill De Blasio, Terence Monahan, Kenneth Lehr, Kenneth Rice, Khalid Khachfe, Raul Flores, Fred Dorch, and Nelson Nin; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiff's civil rights and any and all related state law claims, from the beginning of the world to the date of the General Release, including claims for costs, expenses, and attorneys' fees.

3. Plaintiff shall execute and serve on the City of New York's attorney by legal tender (either by personal service or certified mail) at 100 Church Street, New York, New York 10007 all documents necessary to effect this settlement, including, without limitation, a

General Release, based on the terms of paragraph “2” above, IRS Form W-9 for plaintiff and plaintiff’s counsel, and an Affidavit of Status of Liens. Prior to tendering the requisite documents to effect this settlement, Medicare-recipient plaintiffs must obtain and submit a final demand letter from their Medicare provider(s) for the reimbursement of any conditional payments made for the injuries claimed in this matter. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff’s rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except to enforce the terms of this agreement.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.


6. Plaintiff agrees to hold harmless defendants regarding any past and/or future Medicare claims, presently known or unknown, in connection with this matter. If Medicare claims are not satisfied, defendants reserve the right to issue a multiparty settlement check naming the Medicare provider as a payee or to issue a check directly to the Medicare provider for the amount claimed in the Medicare provider’s final demand letter.

7. This Stipulation of Settlement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written

agreement entered into prior to the execution of this Stipulation of Settlement regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.


Dated: New York, New York
September 18, 2024

COHEN GREEN, PLLC
Attorneys for Plaintiff
1639 Centre Street, Suite 216
Ridgewood, NY 11385

By: 

Elena Cohen
Attorney for Plaintiff

MURIEL GOODE-TRUFANT
Acting Corporation Counsel of the
City of New York
Attorney for Defendants City of New York,
New York City Police Department,
Dermot Shea, Bill De Blasio, Terence
Monahan, Kenneth Lehr, Kenneth Rice,
Khalid Khachfe, Raul Flores, Fred
Dorch, and Nelson Nin
100 Church Street, 3rd Floor
New York, New York 10007

By: 

Joseph M. Hiraoka, Jr.
Senior Counsel

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SHELL YNE RODRIGUEZ,

Plaintiff,

-against-

**STIPULATION AND
ORDER OF DISMISSAL**

21-CV-10815 (PKC) (VF)

THE CITY OF NEW YORK; NEW YORK CITY MAYOR
BILL DE BLASIO; NEW YORK CITY POLICE
DEPARTMENT ("NYPD") COMMISSIONER DERMOT
SHEA; NYPD CHIEF OF DEPARTMENT TERENCE
MONAHAN; NYPD ASSISTANT CHIEF KENNETH
LEHR; NYPD LEGAL BUREAU SERGEANT KENNETH
RICE; NYPD OFFICER KHALID KHACHFE; NYPD
OFFICER FIRST NAME UNKNOWN ("FNU") DORCH;
NYPD OFFICER RAUL FLORES; NYPD DETECTIVE
NELSON NIN; NYPD DETECTIVE DONALD SEHL;
NYPD DETECTIVE NOELLE CUNNINGHAM; and NYPD
MEMBERS JOHN AND JANE DOES #1 – 80, 84-85,

Defendants.

WHEREAS, the parties have reached a settlement agreement and now desire to resolve the remaining issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, that


1. The above-referenced action is hereby dismissed with prejudice; and

2. Notwithstanding the dismissal of this action in accordance with this agreement, the District Court shall continue to retain jurisdiction over this action for the purpose of enforcing the terms of the settlement agreement reached between the parties and set forth in the Stipulation of Settlement executed by the parties in this matter.

Dated: New York, New York
September 18, 2024

COHEN GREEN, PLLC
Attorneys for Plaintiff
1639 Centre Street, Suite 216
Ridgewood, NY 11385

By: _____


Elena Cohen
Attorney for Plaintiff

MURIEL GOODE-TRUFANT
Acting Corporation Counsel of the
City of New York
*Attorney for Defendants City of New York,
New York City Police Department,
Dermot Shea, Bill De Blasio, Terence
Monahan, Kenneth Lehr, Kenneth Rice,
Khalid Khachfe, Raul Flores, Fred
Dorch, and Nelson Nin*
100 Church Street, 3rd Floor
New York, New York 10007

By: _____


Joseph M. Hiraoka, Jr.
Senior Counsel

SO ORDERED:

HON. P. KEVIN CASTEL
UNITED STATES DISTRICT JUDGE

Dated: _____, 2024